

**LISBON REGIONAL SCHOOL DISTRICT
PROFESSIONAL NEGOTIATED AGREEMENT**

LISBON REGIONAL SCHOOL BOARD

and

LISBON ASSOCIATION OF PARAPROFESSIONALS/NEA-NH

For

School Year(s) 2010-2011

President, Lisbon Association of Paraprofessionals/NEA-NH

Approval Date _____

Chairman, Lisbon Regional School Board

Approval Date _____

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The Lisbon Regional School Board (hereinafter "the School Board") and the Lisbon Association of Paraprofessionals (hereinafter "the Association") hereby enter into the following Agreement.

ARTICLE 1 - RECOGNITION

1.1 The School Board recognizes the Association as the exclusive bargaining representative of those Lisbon Regional School District employees for whom the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Association as the exclusive bargaining representative.

1.2 In Decision No. 2004-184, the PELRB included all paraprofessional positions in this bargaining unit.

ARTICLE 2 - NEGOTIATION PROCEDURES

2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.

2.2 The Association will notify the School Board of its intent to negotiate no later than October 1 of the year before the expiration of this Agreement.

2.3 Bargaining of issues not related to a successor agreement may be initiated by either the Association or the School Board by serving written notice of its intentions in accordance with RSA 273-A:3 II(a). In accordance with RSA 273-A:3 II(a) for opening/reopening negotiations to occur both parties would have to agree in writing, if one of the parties does not agree, no negotiations shall occur.

Comment [d1]: SB Request combination SB and LAP Language

ARTICLE 3-GRIEVANCE PROCEDURES

3.1 A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement. Whenever a claim is made by a member of the Lisbon Association of Paraprofessionals that there has been a violation or inequitable application of any of the provisions of this Agreement the claimant will first discuss the matter with the Building Principal, with the objective of resolving the matter informally. If the claim is not resolved, or no decision is forthcoming from the Building Principal within five (5) school days, the claimant must reduce the claim to writing and file it with the Building Principal and the Association within fifteen (15) school days of its first discussion above; otherwise the claim will be considered dropped.

3.2 The Principal will meet with the claimant, accompanied if desired by an Association representative of his/her choice within five (5) school days of receiving the written claim to resolve it. The claimant must notify the Administration in writing if he or she is to be represented. If the claim continues unresolved, or if no written decision is forthcoming from the Principal within ten (10) school days after discussion, the claimant may request, directly or through his/her designated Association representative, that the claim be submitted to the Superintendent of Schools within fifteen (15) school days after discussion; otherwise, the claim will be considered dropped.

Comment [d2]: SB Change Oct.26th Draft 1

Comment [d3]: SB Change Oct.26th Draft 1

3.3 The Superintendent will meet with the claimant and if the claimant chooses; their Association representative in a further effort to resolve the claim within ten (10) school days of receiving claim. If the claim continues unresolved or if no written decision is forthcoming from the Superintendent within ten (10) school days after discussion, the claimant may request within thirty (30) days after the discussion that the claim be brought before the School Board; otherwise it will be considered dropped.

Comment [d4]: SB Change Oct.26th Draft 1 with Association representative added (LAP)

3.4 The School Board will meet, within fifteen (15) days or the next regular School Board Meeting, whichever is later, of the receipt of the unresolved claim, with all parties involved and with any witnesses deemed helpful by the School Board. The School Board will render its decision within ten (10) school days of conclusion of discussion of the claim.

3.5 If the Grievance is not resolved at the School Board level, the Association may take the grievance to arbitration. The arbitrator will be chosen under the Rules of the American Arbitration Association or under the procedures established by the New Hampshire PERLB. The decision of the arbitrator shall be final and binding.

Comment [d5]: SB Change Oct.26th Draft 1

Comment [d6]: SB Change Oct.26th Draft 1

- 1. The arbitrator has no authority to alter, change, or modify any provisions of this agreement.**
- 2. The arbitrator's fees and reasonable expenses shall be born equally by the District and the Association.**
- 3. The arbitration provisions contained herein shall be subject to the provisions of RSA 542 "Arbitration of Disputes".**

ARTICLE 4-VOLUNTARY DUES DEDUCTIONS

Upon receipt of written authorization signed by an employee, the Superintendent's Office shall deduct an amount to provide for payment of dues for membership in the Association from the regular salary check of that employee. Deductions shall be in equal amounts for fifteen (15) consecutive pay periods, beginning with the second pay period in October of each school year. The amounts so deducted shall be remitted to the Association Treasurer by the end of the month in each of the months December through April. Dues deductions will be contingent upon appropriate salary funding.

Authorization forms shall be as hereinafter specified, and must be signed by the employee and received in the Supervisory Union Office no later than October 1 of any school year in which that person wishes the deductions to be made.

ARTICLE 5- LETTER OF AGREEMENT

5.1 The District shall provide by June 1st of each year, for continuing employees only, a letter of agreement to reemploy, including the expected position, expected rate of pay, expected hours per day, and expected days per year. Such letter of agreement will specify that either the employee or the School District may end the employment of the individual holding that position by providing fourteen (14) days written notice to the other. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.

5.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by June 14th. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

5.3 Once an employee returns a letter of agreement by June 14th, should a change be contemplated by the District, the employee shall be consulted prior to any change being made.

ARTICLE 6-Conditions of Employment

6.1 Sick Leave/Personal Leave

Seven (7) paid sick/personal leave days per year accumulative to (35) days. The seven days will start at the beginning of the school year. A physician's certificate of health or of illness may be required after an absence of five (5) consecutive work days. Repeated short-term absences may also result in a request for a physician's certificate of health or illness. Failure to present a certificate, when required, will mean that the employee will not be paid for sick leave for that particular absence.

Comment [W7]: Change from 28 days

Three (3) of the seven (7) days per year may be used as personal leave. Notice given at least 24 hours in advanced of the day to be taken does not require a determination of the validity of the request. Notice given within 24 hours is subject to the approval of the Building Principal and may be subject to a determination of the validity of the request. It is understood that these days must be used to take care of urgent and compelling personal business and emergencies for which no other time than in-school time can be used and not for recreation or vacation. Additional days may be granted with Building Principal approval. Personal/Sick leave may not be used to extend a holiday or vacation unless a reason is given, and is approved by the Building Principal.

Comment [d8]: SB Language from Oct. 26th
Draft 1

6.2 Childbearing Leave

Employees have access to childbearing leave under the provisions provided by the Family Medical Leave Act.

6.3 Childrearing Leave

Employees have access to childrearing leave under the provisions provided by the Family Medical Leave Act.

6.4 Professional Leave. All members of the bargaining unit shall have two (2) days, non-accumulative, per year. This may be used for professional conferences, observations, workshops, visitations, etc., not especially designed for Staff Development credit, provided they are approved by the Building Principal. Reimbursement for mileage and/or meals will be made at the School Board's discretion.

6.5 Jury Duty. When a person is called for jury duty, that person will continue to receive his or her salary in the regular manner, with the following stipulation: such money as that person receives for the jury duty, minus expenses (mileage, food, lodging, etc.), will be deducted from that regular pay, on submission of a voucher for said amount to the School Board. If it is not possible, because of computer problems, to deduct this amount from a regular paycheck, the person is to receive his or her regular check and will reimburse the district for the amount of the fee described above.

6.6 Bereavement Leave. All members of the bargaining unit shall receive three (3) days per occurrence, non-accumulative for bereavement leave in the case of the death of the employee's immediate family: parent or guardian, spouse, child, brother, sister, or mother/father-in-law. One day per occurrence shall be granted for the death of a member(s) extended family: grandparent, grandchild, brother/sister-in-law. Notification for the leave shall be given to the Building

Principal as soon as possible. Additional days may be granted at the discretion of the School Board. Denial of additional days shall not be subject to the grievance procedure.

6.7 Military Leave. Any employee who is a qualified member of the Reserve Components of the United States will be granted a leave of absence for annual training leave when the employee has been directed by the Reserve Component to attend such instruction. Request for such leave should be made to the Building Principal immediately upon receipt by the employee(s) of notification to be present at such training.

A Lisbon Association of Paraprofessional member granted military leave will either have monies deducted at the rate of 1/186 of his/her annual salary or continue to receive his/her regular salary with the following stipulation: such money as that person receives for military duty during the actual days on leave, minus expenses, (mileage, food, lodging, etc..) will be deducted from that regular pay on submission of a voucher for said amount to the School Board. If it is not possible, because of computer problems, to deduct this amount from a regular paycheck, the person is to receive his/her regular check and will reimburse the District for the amount of the fee described above.

6.8 Association Business. Up to two days leave per year, non-accumulative for the President or his/her designee without loss of pay or benefits shall be granted to one member of the Lisbon Association of Paraprofessional's' Association. The Building Principal will be notified in writing at least ten (10) days prior to the leave, as to the date and the reason for the leave.

6.9 Holidays. Full time school year employees shall receive Thanksgiving, Veterans' Day, Christmas Day and New Year's holidays with pay.

6.10 Section 125 Accounts. Employees who meet SAU Qualifications will have access to a Section 125 Account for premium contributions and any other qualified contributions allowed under the Internal Revenue Service up to the maximum allowable limit as currently available thru the SAU. The plans that are offered and the qualifications for accessing those plans are at the discretion of the SAU.

ARTICLE 7-SEVERANCE PAY

7.1 After ten (10) years of service, upon severance or death of an employee, or at the time of retirement, such employee or his/her survivor shall be paid the equivalent of his/her accumulated sick leave at the per diem rate of \$35.00, not to exceed One Thousand Dollars (\$1000.00). LAP member(s) must submit in writing to the office of the Principal between July 1st and November 1st a notification of intent to retire in the school year in which the retirement is to occur. This letter may be withdrawn prior to November 1st by the member.

ARTICLE 8-INSURANCES

8.1 Medical Insurances.

Employees covered by this agreement will be covered by the following plan: Matthew Thornton's Blue, \$5.00 Plan (MTB5 –R\$3/15M\$1)

The cost of the chosen policy will be split as follows:

2010-2011	
District	84%
Employee	16%

In each case the district will assume the cost of 84% of the current year cost of a single Matthew Thornton's Blue, \$5.00 Plan. The district will assume the cost of 84% of the current year cost of a single Matthew Thornton's Blue, \$5.00 Plan towards the Couple and Family coverage if an employee chooses to access these plans, contingent that the provider allows such access.

8.2 Life Insurance.

A convertible \$20,000 life insurance policy with accidental death and dismemberment benefits shall be provided. Accidental and sickness benefits shall be provided subject to the following stipulations:

1. Sixty per cent of average salary.
2. Sixty-day waiting period.
3. If an employee has over 20 days of sick leave the employee must use it, and the District will only be required to pay the difference between the insurance benefits and full pay for those sick days creditable to the employee in excess of 20 days.
4. Maximum benefit period for an accident or an illness shall be 104 weeks.

8.3 Dental Insurance.

Members will have access to the dental plan at the current district rates contingent that the provider allows such access. The District will pay 100% of the cost of a single plan for those employees not electing to take 8.1 Medical Insurance Benefits.

ARTICLE 9-FAIR TREATMENT

9.1 The Administrator shall notify a paraprofessional within a reasonable period of time whenever there is any evidence of an infraction or an alleged infraction, and indicate expected correction. The paraprofessional shall at all times be entitled to have a representative of her/his choice present when being formally disciplined for any infraction of rules or unsatisfactory performance.

9.2 Notice of Vacancies: Notices of vacancies within the Lisbon School District will be posted on the official bulletin board in each of the schools. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned.

The period between posting of and closing of applications shall be no less than four (4) days. When a vacancy arises in any paraprofessional position, qualified people presently on staff will be given consideration.

ARTICLE 10 -CONTRACT DAYS

Work year of 186 days defined:

*180 student contact days *2 day prior to the start of school *plus 4 Holidays

Comment [A9]: Changed to 4 from 2

All full time school year employees shall be paid for the following holidays provided that school is not in session:

Thanksgiving Day Veterans' Day Christmas New Years

If school is in session, or scheduled for a listed holiday, employees are expected to work, and another day will be designated as a paid day for all employees.

ARTICLE 11-SEPARABILITY

If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into negotiations within reasonable time or 20 days for the purpose of arriving at a satisfactory replacement for such Article or part.

ARTICLE 12-EFFECTIVE DATES

This Agreement shall be in full force and effect from July 1, 2010 through June 30, 2011

APPENDIX I VOLUNTARY DUES DEDUCTION FORM

I hereby authorize dues deductions for the NEA-New Hampshire totaling _____ from my regular salary checks. I understand that this form must be signed by me and received in the Superintendents Office by October 1, of any school year in which I wish the deductions to be made.

Signed: _____ Date: _____

APPENDIX II

Lisbon Association of Paraprofessionals - Grievance Report

Name of Grievant _____ Date filed _____

Building _____ Position _____

Immediate Supervisor _____ School Phone _____

Date of alleged violation or misapplication _____

Article(s) of agreement allegedly violated _____

Statement of Grievance _____

Nature and extent of injury or loss involved _____

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered. _____

Remedy sought _____

Signature of LAP Representative

Signature of Grievant

Disposition by: Principal Superintendent School Board

Date Answered: _____
Principal/Superintendent of Schools/School Board

_____ I ACCEPT THE PRINCIPAL/SUPERINTENDENT OF SCHOOLS/SCHOOL BOARD DECISION

_____ I DO NOT ACCEPT THE PRINCIPAL/SUPERINTENDENT OF SCHOOLS/SCHOOL BOARD DECISION AND I HEREBY REFER THE MATTER TO THE NEXT APPROPRIATE LEVEL.

Signature of Grievant Date

**APPENDIX III
SALARY SCHEDULE**

SALARY SCHEDULE

Base = \$9.53; Vertical and Horizontal Index \$.28

Comment [d10]: SB salary proposal

STEPS	Non-Certification	Certification	Bachelors Degree
0	\$9.53	\$9.81	\$10.09
1	\$9.81	\$10.09	\$10.37
2	\$10.09	\$10.37	\$10.65
3	\$10.37	\$10.65	\$10.93
4	\$10.65	\$10.93	\$11.21
5	\$10.93	\$11.21	\$11.49
6	\$11.21	\$11.49	\$11.77
7	\$11.49	\$11.77	\$12.05
8	\$11.77	\$12.05	\$12.33
9	\$12.05	\$12.33	\$12.61
10	\$12.33	\$12.61	\$12.89
11	\$12.61	\$12.89	\$13.17
12	\$12.89	\$13.17	\$13.45
13	\$13.17	\$13.45	\$13.73
14	\$13.45	\$13.73	\$14.01
15	\$13.73	\$14.01	\$14.29

The granting of vertical and horizontal steps is not to be continued in force in the event that this contract expires without a successor agreement being in place. As such vertical and horizontal steps based on this salary schedule are never granted beyond the date of this contract's expiration.

New employees shall be placed on step at the discretion of the Principal.

Current Certification must be on file with the Principal.

Paraprofessional Coordinator will receive \$1150.00 stipend in addition to her/his salary.